

CHESTERFIELD COUNTY

www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp

Our vision is to be recognized by our customers and professional peers as an innovative provider of excellence in customer service and as a leader in the purchasing profession.

Our mission is to support our customers in performing their mission by providing quality purchasing services.



SPECIFICATIONS AND INVITATION FOR BIDS

**Purchasing Department
9901 Lori Road
P. O. Box 51
Chesterfield, VA 23832-0051
Telephone No. (804) 748-1617**

**CHESTERFIELD COUNTY PURCHASING DEPARTMENT
GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS
IMPORTANT - READ CAREFULLY BEFORE SUBMITTING BID**

1. SUBMISSION AND RECEIPT OF BIDS:

- a. Sealed bids shall be received until, but no later than the specified time and date of opening as designated in the invitation. Late bids shall be rejected. **Bids, to include addenda or changes to a response, shall not be accepted via a FAX machine or by Internet E-mail.**
- b. In the event that Chesterfield County is closed due to inclement weather and/or emergency situations prior to or at the time set aside for the published bid opening, the bid opening date will default to the next open business day at the same time.
- c. All bids shall be signed on the Terms and Signature Sheet in order to be considered. Bids submitted without a signature shall be rejected. If the Bidder is a partnership or corporation, the Bidder shall show the title of the individual signing the bid, and if the individual is not an officer of the partnership or corporation, if requested, the Bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
- d. **Only when specifically requested in the white pages of the Bid Documents,** shall each bid be accompanied by a bid bond with surety satisfactory to the County Attorney or a Cashier's or a Certified Check, made payable to the Treasurer, Chesterfield County, in an amount equal to five percent of the total bid price. In the event of default by the Bidder, the five percent deposit shall be and represent liquidated damages to the County. Bids received without a bid bond, when specifically requested, shall be rejected.
- e. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
- f. Unless otherwise specified, Bidders are to use the bid form furnished by the County.
- g. No bid shall be altered or amended after the specified time for opening.

2. AMENDING BIDS: Amending or withdrawing bids by a potential bidder prior to bid opening: A potential bidder may amend and/or withdraw a bid before the due date and time set for receipt of bids. All requests from a potential bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The potential bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the documents authenticity. **All amendments/alterations to the bid are to be initialed by an individual authorized to represent the person or firm that submitted the bid.**

3. WITHDRAWAL OF BIDS:

Withdrawal: Construction (*Code of Virginia 2.2-4330*)

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days, except as provided in Section 2.2-4330(A)(i), *Code of Virginia*, which states the bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure. Any withdrawal request made to the Director of Purchasing must be accompanied by bidder's original work papers, or such request will be rejected.

In order for work papers, documents and materials submitted pursuant to this section to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

Withdrawal: (other than construction)

- b. A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers documents and materials used in the preparation of the bid sought to be withdrawn. In order for work papers, documents and materials submitted with the notice of withdrawal to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

4. DENIAL OF WITHDRAWAL OF BID: (*Code of Virginia* 2.2-4330)

If the County denies the withdrawal of a bid, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

5. MISTAKES IN BIDS

- a. Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn only after approval by the County.
- b. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.

6. PRICING:

- a. Bidder warrants by virtue of bidding that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening unless otherwise stated by the County or Bidder.
- b. Prices should be stated in units of quantity as specified in the bid form. In case of error in extension of prices in the bid, the unit price shall govern.
- c. When a bid is for goods and/or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.

7. **PERFORMANCE AND PAYMENT BOND:** When requested in the bid, the County shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the County Attorney in the amount of the contract price at the time of or prior to execution of the contract. If bonds are requested in the bid, the successful Bidder shall pay the cost thereof; if not specified, the successful Bidder, when requested to do so, shall secure the bonds and the County shall pay the cost thereof.
8. **DELIVERY POINT AND TERMS:** All items shall be delivered F.O.B. destination, and freight, delivery costs, and incidental charges shall be included in the bid price(s). Failure to do so may be cause for not making award to a Bidder. The Bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).
9. **CASH DISCOUNTS:** Cash discounts will be considered in determining the award. If a discount is offered, it is required that a minimum of fifteen (15) days be allowed for payment in order for the discount to be considered a factor in the evaluation of the bid.
10. **USE OF BRAND NAMES/SUBSTITUTIONS:** Unless otherwise specified in the invitation to bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality desired, and any product which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

In requesting a proposed substitution, the bidder shall submit with the bid form the name of the manufacturer, model number, and complete specifications on the proposed substitution for evaluation by the County. The bidder shall submit, with the bid form, a detailed list of any deviations from these specifications, written or implied. The bidder assumes responsibility for all changes in the work required as a result of the proposed substitution, including any change not listed in the request, but determined by the County to be necessary at a later point of progress in the work.

It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the bidder. The County's failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the contract documents, and all products furnished by the listed manufacturer must conform to such requirements. The County's decision of approval or disapproval of a proposed substitution shall be final.

11. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. Unless otherwise specified in bid, products bid must be new, the latest model, the best quality, and the highest grade workmanship.
12. **ACCEPTANCE OF MATERIAL:** The goods and/or services delivered as a result of this bid shall remain the property of the seller until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the seller and return goods to seller at the seller's expense.
13. **DELIVERY:** In the appropriate space, the bidder shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, quote the earliest delivery possible, as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock", "immediately", and "as soon as possible". As time will be of the essence for any orders placed as a result of this bid, the County reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made at the time(s) specified on bid form.
14. **COPYRIGHTS OR PATENT RIGHTS:** The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation.
15. **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The County reserves the right to request that such samples be furnished at the time of bid opening. The County also reserves the right to request samples after the date of bid opening. Requested samples shall be

furnished free of expense to the County and if not used in testing or destroyed, will, upon request at the time of submission of sample, be returned at the bidder's expense.

16. **TAXES:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
17. **LICENSES, PERMITS, AND FEES:** All bids submitted shall have included in price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.
18. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder and shall be deemed accepted upon approval by Chesterfield County. In case of default by the successful bidder, or failure to deliver the goods and/or services ordered by the time specified, the County may terminate the purchase order and/or contract, and after due notice (verbal or in writing) may procure them from other sources and hold the defaulting bidder liable for any resulting additional cost.
19. **QUALITY EXPECTATION STATEMENT:** Chesterfield County, through its "Total Quality Improvement" initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects - zero rework".
20. **AWARD PHILOSOPHY:** Award will be made by the County to the lowest responsible bidder with the lowest responsive bid which is in substantial conformance with the terms, conditions, and specifications of the bid and is in conformance with the *Code of Chesterfield County* and the *Code of Virginia*.

Chesterfield County reserves the right to accept or reject any or all bids or parts of bids, to waive informalities, and to request rebids. The County also reserves the right to award the bid in a manner which the County deems will best serve its interest. Bids making exceptions to the terms and conditions included in this invitation may be considered, but preference may be given to bids with no exceptions taken. It further reserves the right to award the bid on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the County, unless otherwise specified. The County may award a bid to a single contractor or to multiple contractors. It also reserves the right to increase or decrease quantities at the unit price bid.

21. **FACTORS OTHER THAN PRICE IN AWARD DECISION:** The following factors in addition to price (as they apply) shall be a consideration in the award decision:
 - a. The ability to provide references which may substantiate past work performance and experience in the type of work required for the contract. The lowest responsive bidder(s) may be required to furnish a contractor qualifications statement, to include references, prior to any such award. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder. If, in the sole opinion of the County, a bidder is determined to be non responsible as a result of any investigation conducted by or for the County, award will not be made to that bidder.
 - b. The quality of performance/workmanship of previous contracts for goods and/or services delivered to or performed for the County.
 - c. The timely completion of previous contracts for services or the timely delivery of past orders for goods.
 - d. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.

- e. The County reserves the right, at its option, to conduct on-site inspections of any bidder's facilities prior to award. The results of any such inspection will be considered by the County in determining bidder's capabilities of successfully administering the contract.
 - f. The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.
 - g. The resale value, life cycle costing and value analysis of a product.
 - h. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the goods and/or services.
 - i. Timely delivery of goods or timely completion of services as stated by bidder.
 - j. Substantial compliance or noncompliance with specifications set forth in bid as determined by the County.
 - k. Inventory capability as it relates to a particular bid.
 - l. Results of product testing.
22. **STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE):** Attention is directed to Chapter 11, Title 54.1 of the *Code of Virginia* (Re: State registration of contractors when applicable), which requires that all bidders shall show evidence of the proper license under the provision of this chapter before such bid is considered.
23. **INTERPRETATION OF BID:** If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the bid, the Purchasing Department should be contacted. Any change to the Invitation to Bid will be made only by written addendum mailed to prospective bidders at the addresses furnished for such purposes. The County will not be responsible for any changes except as noted through a written addendum.
24. **PROPRIETARY INFORMATION:** Section 2.2-4342-E of the *Code of Virginia* states: Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
25. **GOVERNING LAW:** Any contract resulting from this Invitation to Bid shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
26. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.
27. **NONASSIGNMENT:** Parties to any resulting contract shall not assign the contract without written consent of the other(s). If any party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the contract.
28. **AUDIT OF VENDOR RECORDS:** The County reserves the right to audit all vendor records in contracts where payments are based on contractor's records of time, salaries, materials, or actual expense.
29. **NEGOTIATION:** If the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds.

30. **SECTION 2.2-4311 CODE OF VIRGINIA:** Every contract for goods or services over \$10,000 shall include the following provisions:
1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
31. **APPROPRIATION OF FUNDS:** The continuation of the terms, conditions, and provisions of any resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year.
32. **SCHOOL BOARD:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County School Board.
33. **REQUIREMENTS CONTRACTS:**
- a. Whenever a bid is sought seeking a source of supply for a requirements contract for goods and/or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by Chesterfield County as to any minimum or total amount that may or may not be purchased from any resulting contracts.
 - b. The County reserves the right, at its sole option, to renew the contract for consecutive terms.
 - c. The County reserves the right to award bids for requirements contracts based on the pricing of the initial term of the contract or any combination of initial and renewal terms.
 - d. The County may award a bid to a single contractor or to multiple contractors.
 - e. The County reserves the right not to renew the contract at the end of the initial term or any subsequent term.
 - f. The County reserves the right to terminate the contract upon written notice to the contractor(s).
 - g. In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.
 - h. It is understood and agreed to between the parties in a resulting contract that Chesterfield County shall not be obligated to purchase or pay for materials under such contract unless and until they are ordered and delivered.
 - i. Bids based on a firm price or those including a "downward escalator" clause for a requirements contract term may be given preference over lower ones bearing an "escalator" clause.
 - j. The County has the right to extend this contract up to and not to exceed one hundred twenty (120) days following the last term of renewal.

34. DRUG FREE WORKPLACE

During the performance of this contract, the contractor agrees to:

- a. Provide a drug-free workplace for the contractor's employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

35. **ENVIRONMENTAL MANAGEMENT:** Vendor/Supplier/Contractor shall be responsible for complying with all federal, state, and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.
36. **SECTION 2.2-4343.1 CODE OF VIRGINIA:** Chesterfield County does not discriminate against faith-based organizations.

CHESTERFIELD COUNTY PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA 23832-0051
(804) 748-1617

Bid Prepared By:

**Mary A. Ellis, CPPB
Purchasing Officer**

Invitation To Bid Number:

03-236-8839

May 16, 2003

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Purchasing Department, Chesterfield Administration Building, Room 402, until, but no later than **2:00 p.m.** Local Time Prevailing **June 3, 2003**, and then publicly opened and read aloud for a **Requirements Contract for Computers, Hardware, Software and Peripherals for Chesterfield County.**

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department (804) 748-1617, three working days prior to need.

To be considered, your bid must be submitted on a copy of this Invitation to Bid. Bidders shall sign this form in the space provided on the Terms and Signature Sheet and return bid document to: Chesterfield County Purchasing Department, Administration Building - Room 402 - Fourth Floor, 9901 Lori Road, P.O. Box 51, Chesterfield, VA 23832-0051. **Mark outside of your envelope with Invitation for Bid #03-236-8839 and opening date of bid.**

Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. **Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list.**

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

For information pertaining to the award on this procurement transaction, bidders and/or offerors may access public notification electronically at
www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp

SCOPE

This Invitation for Bid covers the annual requirements for the County of Chesterfield, Virginia, for special governmental pricing for computer hardware (servers, pc's, and laptops) and other peripheral equipment and software. The purpose is to establish a requirements contract with discount off catalog or the percentage above manufacturer's price list and delivery under which the Chesterfield County Information Systems Technology Department (IST) may place orders as needed. The right is reserved to extend the use of this contract to any County or School Board Department.

The Chesterfield County Information Systems Technology Department supports approximately 2,000 PC's utilized throughout the government complex and remote governmental offices. These units run in a Microsoft Windows environment utilizing both token ring and Ethernet. Chesterfield County annually purchases two million dollars worth of technology equipment which includes 350-400 new PC's and appropriate accessory items including network cards, software, and printers. Currently, Chesterfield County is purchasing Dell PowerEdge Servers, Dell Optiplex PC's and Dell Latitude laptops for the majority of the County's computer needs. It is the intent of this bid to contract with sources to fill the comprehensive array of computer hardware, software and accessory needs.

TERM OF CONTRACT / RENEWAL

The initial term of this contract shall be for a period effective July 1, 2003, through June 30, 2004.

The County reserves the right, at its sole option, to renew the contract for four (4) additional consecutive terms.

Prices for subsequent terms shall be determined at the time of the bid opening through discounts or percentage above manufacturer's pricer shown under the section herein listed as Proposal. Discounts or percentage above manufacturer's pricer shall be firm for each contract term.

SPECIAL CONDITIONS

Bidders shall have the option of bidding the percentage discount off entire manufacturer's catalog, or percentage above the price list offered for this contract for computer hardware, peripherals and software.

Bidders must submit a catalog or price list with bid. A complete price list showing a full range of hardware and software items is desired; however, if this is not available, a sample price list including all items listed under the SAMPLE ITEMS of this invitation to bid is acceptable. Submitted catalog or price list will be used to verify bidders pricing structure in the Proposal section of this bid.

PLEASE NOTE: If a sample price list is submitted, a complete list of manufacturer's available for purchase hardware and software shall accompany bid.

Bid options shall apply to all unit levels as shown in your catalog or price lists. If any items listed in your catalog or price list are to be excluded or differ, please list separately in the Proposal section of this bid.

Bidders shall indicate their pricing structure in the Proposal section of this bid.

Any price reductions, special offerings, sales or promotions occurring during the term of the contract, shall be passed on to the County as soon as they are announced by the manufacturer or vendor and shall be considered part of the contract.

The successful bidder(s) shall provide the following information to Purchasing and IST Departments on a monthly basis or as often as they are made available:

1. New product information.
2. Price sheets showing price decreases on discontinued equipment.
3. Decreases on manufacturer's prices on equipment still being manufactured.
4. System upgrades.
5. Current Pricing and Product Lists.
6. Software upgrades.
7. Special sales or promotions.

The bidder shall provide Chesterfield County access to a secure web site to provide on-line pricing, availability and ordering capability.

The successful bidder shall provide demonstration of new equipment for evaluation before consideration for purchase, if requested.

The successful bidder may be requested to assist in contacting manufacturers to provide demonstrations of new equipment or software.

Unlimited telephone support and four (4) hour call back time shall be required from the vendor during normal working hours. Support includes product information, technical assistance and problem resolution from technical staff familiar with the product.

DIAGNOSTIC TEST

Diagnostic tests shall be performed on all equipment at the factory before delivering equipment to the County. All internal components shall be installed prior to shipment and the configured unit burned in prior to shipment.

SYSTEMS CONFIGURATIONS

All systems shall be configured by the successful vendor(s) before delivery, unless otherwise specified. Configuration shall include, but not be limited to, preparing the hard disk, installing the complete operating system, application software, installing any ordered options including tape drives, and completing diagnostic test. (See specifications for a typical configuration.)

DELIVERY

Delivery as well as price shall be a factor in determining award. All shipping charges shall be the responsibility of the successful bidder(s). Inside delivery is required.

NOTE: All orders shall be shipped complete. Repeated delayed or partial deliveries without prior approval or consent by a representative of the IST Department shall be interpreted as failure to meet contractual obligations and may be cause for cancellation of the contract.

All orders shall be delivered within fifteen (15) days ARO, except for custom configuration and built to order systems where delivery will be specified at the time of order.

Deliveries shall be made inside to Information Systems Technology Department, 6730 Public Safety Way, Chesterfield, Virginia, 23832, unless otherwise requested. Inside delivery is acceptable from 8:30 a.m. to 4:30 p.m., Monday through Friday.

If a product is unavailable through manufacturer's backlog, a substitute piece of equipment shall be shipped for use, if requested, until the product is available.

The County shall have the option to cancel orders to a contractor and re-order from another contractor when products are not shipped within the delivery time bid.

WARRANTY

The warranty period for all systems provided under this contract shall not be less than one (1) year from the date of invoice on parts and labor and years 2 and 3 to include parts. The successful bidder(s) shall provide warranty service throughout the warranty period from an authorized manufacturer's representative located within a 50-mile radius of Chesterfield County. The successful bidder(s) shall be responsible for replacement of defective products within 24 hours after notification or provide on-site warranty service at no additional cost to the County.

Provide the name, address and telephone number of the manufacturer's representative in the space allowed in the Proposal section of this bid.

REFERENCES

Complete the Bidder's Data Sheet included in the bid.

RETURN POLICY

All contractors shall state their policy on the return of goods and submit with bid.

INVOICES

Original invoices for items ordered and delivered shall be submitted by the contractor to: **Information Systems Technology Department, 6730 Public Safety Way, Chesterfield, Virginia, 23832, ATTN: Procurement Administrator.** All invoices shall show the Purchase Order number, the name of the person placing the order, the item description, stock number, and contract price as applicable.

INSURANCE

An original copy of a Certificate of Insurance shall be required and must be furnished by the successful contractor during execution of the contract. The Certificate does not need to accompany the bid.

The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a copy of an original Certificate of Insurance, **naming Chesterfield County and Chesterfield County School Board as additionally insured.** Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the Owner's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

INSTRUCTIONS REGARDING INSURANCE CERTIFICATES

The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. **All requirements herein must be met before the County will execute the contract.** In particular, we would call your attention to the following:

1. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name **Chesterfield County and Chesterfield County School Board as additionally insured**. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "**DESCRIPTION**" where the language may be inserted as follows:

Chesterfield County and Chesterfield County School Board is additionally insured or that Chesterfield County and Chesterfield County School Board is additionally insured with respects to General Liability; and/or Umbrella Liability policies.

2. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the County.

NOTE: The cancellation clause in the Insurance Certificate shall be modified by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the company'."

3. The Certificate Holder should be listed as: Chesterfield County
c/o Purchasing Department
P. O. Box 51
Chesterfield, VA 23832-0051
IFB/RFP No. _____
4. Certificate of Insurance must have an original signature.

BIDDER'S DATA SHEET
TO BE COMPLETED AND SUBMITTED WITH BID

QUALIFICATIONS: Bidders shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of goods required for this contract.

_____ years _____ months

Provide a list of three (3) customers to whom the bidder has sold the brand of products bid during the past three (3) years.

Name, Address, Phone Number and Contact Person

1.
2.
3.

SPECIFICATIONS

The following specifications are based on equipment/products manufactured by various manufacturers and are intended to define the level of quality and performance of the requested equipment/products and not to be restrictive. Equipment offered shall be of equivalent dimensions, quality and performance. Bidders offering other equipment/products shall submit, with their bids, an itemized comparison with this specification documenting equivalence for dimensions, quality and performance. The offered equipment/products shall provide the following or equivalent features as noted hereinafter.

SAMPLE SYSTEMS

Systems below are typical configurations. Variations of these configurations may be purchased.

For evaluation purposes, bidders will bid sample systems listed below. Bidders will provide quantity one pricing for the sample system configuration listed. Sample items must be included in bidder's submitted catalog. Show the price that Chesterfield County will pay using the discount structure provided in the bid proposal section. This price must be a direct reflection of the discount applied to the bidder's catalog. Please note catalog page number or item number of sample price list for the item bid.

Systems shall be network certified for Microsoft Windows 2000 and Novell Intranetware v4.11.

Bidders shall submit specification sheets that include manufacturer's name and model number for each system bid.

Systems shall be of current make and model. Systems that are at the end of the manufacturer's production life cycle will not be considered for bid comparison purposes.

PROPOSAL

AWARD OF CONTRACT

It is the intent of the County to make a multiple award on this contract due to requirements of different departments.

Award will be based on the bidder's ability to bid on a comprehensive array of hardware and software. Consideration will be given to discounts offered, net prices, and responsiveness to bid requirements.

Complete systems requiring configuration will be purchased from one contractor to insure continuity of system compatibility and operation.

SYSTEMS				
Item	Description		Price	Catalog page #
1.	OptiPlex GX260 Small Minitower:	Pentium® 4 Processor 2.53GHz, 533FSB, 512K Cache, Intel Gigabit NIC	\$	
	Memory:	512MB DDR Non-ECC SDRAM (1 DIMM)		
	Keyboards:	Dell PS/2 Keyboard in Gray, No Hot Keys		
	Monitors:	Dell 19 inch M992 color monitor (18.0 viewable)		
	Video Boards:	Integrated DVMT Video		
	Boot Hard Drives:	80GB EIDE 7200RPM		
	Floppy Drives:	1.44MB 3.5 Inch Floppy Drive		
	Operating System(s):	Windows® XP Professional Version with CD using NTFS		
	Mouse:	Microsoft PS/2 2-Button IntelliMouse with Scroll		
	Network Adapters (NICs):	Integrated Intel Gigabit (10/100/1000), with Alert Standards Format		
	1st Removable Media and DVD+RW Options:	48X CD-ROM		
	Audio Solutions:	Integrated Sound Blaster Compatible INTSND - [313-8170]		
	Speakers:	harman kardon 206 Speakers HK206 - [313-0970]		
Mouse Pad:	Mouse Pad			
Mfg. Name and Model Bid:				

SYSTEMS				
Item	Description		Price	Catalog page #
2.	OptiPlex GX260 Small Minitor:	Pentium® 4 Processor 3.06GHz, 533FSB, 512K Cache, Intel Gigabit NIC	\$	
	Memory:	1.0GB DDR Non-ECC SDRAM (2 DIMMs)		
	Keyboards:	Dell PS/2 Keyboard in Gray, No Hot Keys		
	Monitors:	Dell UltraSharp™ 1900FP Flat Panel Display (19.0 viewable)		
	Video Boards:	32MB, ATI, Radeon™ VE, VGA/DVI (dual monitor capable)		
	Boot Hard Drives:	80GB EIDE 7200RPM		
	Floppy Drives:	1.44MB 3.5 Inch Floppy Drive		
	Operating System(s):	Windows® XP Professional Version		
	Mouse:	Microsoft PS/2 2-Button IntelliMouse with Scroll		
	Network Adapters (NICs):	Integrated Intel Gigabit (10/100/1000), with Alert Standards Format		
	1st Removable Media and DVD+RW Options:	48X CDRW/DVD Combo, with Roxio Easy CD Creator™ and DVD Decode		
	Audio Solutions:	Integrated Sound Blaster Compatible		
	Speakers:	harman kardon 206 Speakers		
Mouse Pad:	Mouse Pad			
Mfg. Name and Model Bid:				

LAPTOP PERSONAL COMPUTERS																									
Item	Description	Price	Catalog page #																						
1.	<table border="1"> <tr> <td>Latitude C840:</td> <td>Mobile Pentium® 4 Processor, 2.0Ghz-M 15.0 UltraSharp™ UXGA</td> </tr> <tr> <td>Memory:</td> <td>512MB DDR SDRAM, 1 DIMM</td> </tr> <tr> <td>Video Memory:</td> <td>Nvidia® GeForce4 440 GoTM card with 64 MB DDR video memory</td> </tr> <tr> <td>Hard Drive:</td> <td>30GB Hard Drive, 9.5MM</td> </tr> <tr> <td>Operating System:</td> <td>Windows® XP Professional Version</td> </tr> <tr> <td>Fixed Optical Device Options:</td> <td>Internal 8-24-10-24X SWDVD/CDRW Combo</td> </tr> <tr> <td>Carrying Case:</td> <td>DELUXE NYLON CASE</td> </tr> </table>	Latitude C840:	Mobile Pentium® 4 Processor, 2.0Ghz-M 15.0 UltraSharp™ UXGA	Memory:	512MB DDR SDRAM, 1 DIMM	Video Memory:	Nvidia® GeForce4 440 GoTM card with 64 MB DDR video memory	Hard Drive:	30GB Hard Drive, 9.5MM	Operating System:	Windows® XP Professional Version	Fixed Optical Device Options:	Internal 8-24-10-24X SWDVD/CDRW Combo	Carrying Case:	DELUXE NYLON CASE	\$									
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Carrying Case:	DELUXE NYLON CASE																								
Mfg. Name and Model Bid:																									

SAMPLE ACCESSORY ITEMS

For evaluation purposes, bidders will bid sample items listed below. Bidders will provide quantity one pricing for the exact part number listed. Sample items must be included in bidder's submitted catalog. Show the net price that Chesterfield County will pay using the discount structure provided in the bid proposal section. This price must be a direct reflection of the discount applied to the bidder's catalog and/or price list.

ACCESSORIES				
Item	Mfg. Part No.	Description	Price per each	Catalog page #
1.	SU700NET	APC Smart-UPS 700	\$	
2.	ISOBAR6	Tripplite ISOBAR 6, 6 outlet surge protector	\$	
3.	1108-03-540031	Microteck Scanmaker 4900 scanner	\$	
4.	C9928A#ABA	HP ScanJet 5500cxi scanner	\$	
5.	LP650	Infocus LP650 Ultra-Portable Projector	\$	
6.	100-711011	ATI Technologies 64MB ALL-IN-WONDER RADEON 7500 AGP Card	\$	
7.	KTH-DJ5000/256	Kingston 256MB DIMM, HP Color Laserjet 4600 series printer	\$	
8.	68010	Dymo LabelWriter 330 Turbo	\$	
9.	J3265A#ABA	HP JetDirect 500x Ext. Print Server	\$	
10.	J3263A#ABA	HP JetDirect 300x Ext. Print Server	\$	
11.	F2A046-10	Belkin 10' parallel printer cable	\$	
12.	F3U133-10	Belkin 10' USB 2.0 cable A/B	\$	
13.	C6487C#A2L	HP DeskJet 5500 Color Inkjet printer	\$	
14.	C8954B#A2L	HP DeskJet 6122 Color Inkjet printer	\$	
15.	Q2434A#ABA	HP LaserJet 4300DTN printer	\$	
16.	C9662A#ABA	HP Color LaserJet 4600DTN printer	\$	
17.	8439283	Kodak EasyShare LS443 Zoom Digital Camera	\$	

Bidders shall indicate upon which option they are basing their bid and percentage allowed.
(Please check)

Percentage discount off catalog _____ (or)
Percentage above price list offered for this contract _____ %

Price list or catalog will be issued _____ (indicate monthly, quarterly, yearly)

Reminder:

Please furnish the name of a contact person, telephone, and fax number for placing orders:

Name _____ Phone: (____) _____

Fax: (____) _____

Also, please furnish information on the contact person in bidder's Educational Division, if applicable:

Name _____ Phone: (____) _____

Fax: (____) _____

Please furnish the name, address, and telephone number of the manufacturer's representative located within a 50-mile radius of Chesterfield County for repairs and replacement of defective products under warranty:

Name _____ Phone: (____) _____

State policy on the return of goods: _____

Bidders shall verify the following information necessary to fulfill the requirements needed for this contract.

The bidder has submitted the following: (Please check)

Complete price list or catalog _____

Sample price list with a complete list of manufacturers available for purchase of required hardware and software _____

Is the bidder providing a secure web site for on-line pricing, availability, and ordering via the internet? Yes _____ No _____

Bidder shall verify warranty period: _____

Specification sheets that include manufacturer's name and model number for each system bid is included with this bid. Yes _____ No _____

Are all systems network certified for Novell and Microsoft Windows NT/2000?
Yes _____ No _____

RENEWAL OF CONTRACT

The County reserves the right at its sole option to renew this contract for additional terms. Percentages for additional terms shall be as indicated below:

OPTION - PERCENTAGE DISCOUNT OFF CATALOG FOR EACH RENEWAL PERIOD

Renewal - July 1, 2004, through June 30, 2005 _____%

Renewal - July 1, 2005, through June 30, 2006 _____%

Renewal - July 1, 2006, through June 30, 2007 _____%

Renewal - July 1, 2007, through June 30, 2008 _____%

OPTION - PERCENTAGE ABOVE MANUFACTURER'S PRICER FOR EACH RENEWAL PERIOD

Renewal - July 1, 2004, through June 30, 2005 _____%

Renewal - July 1, 2005, through June 30, 2006 _____%

Renewal - July 1, 2006, through June 30, 2007 _____%

Renewal - July 1, 2007, through June 30, 2008 _____%

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year.

TERMS AND SIGNATURE SHEET**All bids shall be signed on the Terms and Signature Sheet in order to be considered.**

If a discount is offered, it is required that a minimum of fifteen (15) days be allowed for payment in order for the discount to be considered a factor in the evaluation of this bid. Our terms are _____. If this blank is not filled in, it is understood that a discount of 2% is allowed for payment by the 20th day after receipt of invoice.

Please indicate length of time required, in calendar days, for delivery/completion/pickup after notification of award (oral or written), as this may be a factor in making award. _____

All prices shall be F.O.B.: Chesterfield, Virginia. Freight, delivery costs, and incidental charges shall be included in the bid price(s).

In compliance with this Invitation for Bid #03-236-8839 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Chapter 12, Title 18.2, 498.4 of the *Code of Virginia*, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to quote on this Invitation, please forward your acknowledgment of NO BID. Return of only the "Terms and Signature Sheet" with authorized signature and indication of NO BID is appropriate. Failure to comply may be cause for removal of your company's name from the bid list for subject commodity.

Complete Legal Name of Firm: _____ **Date:** _____

Order From Address: _____ **Fed ID No.:** _____

_____ **Minority:** _____

Remit To Address: _____ **Women Owned:** _____

Signature: _____

Name (type/print): _____

Title: _____

Telephone: (____) _____ **Fax No.:** (____) _____